Supreme Court, U. S.
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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1978

No. 78-194

CHAMPION OIL COMPANY, INC.,
an Alaska Corporation,

Petitioner,

v.

CHARLES F. HERBERT, Commissioner,
and THOMAS E. KELLY, Former Commissioner of
Department of Natural Resources;
F. J. KEENAN, Director of Division of Lands;
THE STATE OF ALASKA; and F. T. WETZEL,

Respondents.

RESPONSE TO THE PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE UNITED STATES

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RESPONSE TO THE PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE UNITED STATES

The Respondent prays that this court deny the issuance of a Writ of Certiorari to review the judgments of the Supreme Court of the State of Alaska entered in the above case on May 5, 1978.

CITATION TO OPINION BELOW

The opinions of the Superior Court of the State of Alaska and the Supreme Court of the State of Alaska are printed in Appendix A and B of Petitioner's Brief.

JURISDICTION

The Jurisdiction of this court is properly invoked pursuant to 28 U.S.C. 1257.

SUMMARY OF ARGUMENT

Petitioner does not have a legitimate claim of entitlement which would require the protection afforded by the Due Process Clause because they participated in the 23rd Oil and gas lease sale the notice to which specifically stated that the Department of Natural Resources reserved the right to reject the highest apparent bid on a particular tract if it rejected all of the bids on that tract.

CONSTITUTIONAL PROVISIONS, STATUTES AND REGULATIONS INVOLVED

Federal Statutes

"Final Judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court as follows:

. . .

(3) By Writ of Certiorari, where . . . any title, right, privilege or immunity is especially set up or claimed under the constitution . . . of . . . the United States." 28 U.S.C. 1257 (1948)

Alaska Statutes

A.S. 38.05.020 (b) (1) Authority and duties of the commissioner.

(b) The commissioner may

Alaska Statutes, continued:

(1) establish reasonable procedures and adopt reasonable rules and regulations necessary to carry out this chapter and may, whenever necessary, issue directives or orders to the director to carry out specific functions and duties; all rules and regulations adopted by the commissioner shall be adopted under the Administrative Procedure Act (AS 44.62); orders by the commissioner classifying lands issued after January 3, 1959, are not required to be adopted under the Administrative Procedure Act (AS 44.62);

Sec. 38.05.180 Oil and gas. (a) All tide and submerged lands, mental health lands, school lands, and university lands shall be leased by competitive bidding, and when ever oil or gas is discovered in commercial quantities, the commissioner shall determine the extent of the area of lands in addition to tide, submerged, mental health lands, school, or university lands in the same general area of the discovery well which, by reasons of the discovery, the commissioner reasonably believes to be capable of producing oil or gas, and the additional lands shall be leased to the highest responsible qualified bidder by competitive bidding under general regulations, in units of not exceeding 2,560 acres (except that tide and submerged lands shall be leased in units of not exceeding 5,760 acres), which shall be as nearly compact in form as possible, upon the payment by the lessee of such bonus as may be accepted by the commissioner and of such royalty as may be fixed in the lease which shall not be less than 12½ per cent in amount or value of the production removed or sold from the lease. All lands other than those above provided to be leased by competitive bidding may be leased competitively or noncompetitively as determined by the

commissioner to be in the best interests of the state. Non-competitive leases shall be issued in units of not exceeding 2,560 acres in any one lease. Non-competitive leases shall be conditioned upon the payment by the lessee of a royalty of 12½ per cent in amount or value of the production removed or sold from the lease. Competitive leases issued under this subsection shall be for 10 years except that in the Cook Inlet sedimentary basin, leases shall be for a primary term of not more than 10 years and not less than five years at the discretion of the commissioner, and shall continue so long thereafter as oil or gas is produced in paying quantities. Non-competitive leases issued under this subsection shall be for a primary term of five years and shall continue so long thereafter as oil or gas is produced in paying quantities. If drilling has commenced on the expiration date of the primary term of the lease and is continued with reasonable diligence, such operations to include redrilling, sidetracking or other means necessary to reach the originally proposed bottom hole location, the lease shall continue in effect unitl 90 days after drilling has ceased and for so long thereafter as oil or gas is produced in paying quantities.

Alaska Administrative Code

"11 A.A.C. 84.110 "When competitive lands are offered for lease, a notice of lease offer shall be published. The notice shall specify as to each lease offered.

. . .

(9) The minimum bid that will be considered if the Director elects to prescribe any minimum bid . . ."

"11 A.A.C. 505.11 Competitive lands may be leased only upon competitive bidding by cash bonus bids

submitted in response to a published notice of lease offer.

"11 A.A.C. 505.15 The director may, but need not prescribe the minimum bid that will be considered at any lease sale."

"11 A.A.C. 505.43 The director, with concurrence of the commissioner, may reject all bids if he determines that the best interests of Alaska justifies such action."

"11 A.A.C. 505.51 Within a reasonable time following a lease sale, the director shall award the lease to the responsible qualified bidder offering the highest cash bonus and complying with the bid requirements unless all bids are rejected."

I

STATEMENT OF THE CASE

On September 10, 1969 the State of Alsaka, acting through its Commissioner of Natural Resources and the Director of its Division of Lands held the 23rd Competitive Oil and Gas Lease Sale. The notice of that sale was published according to law. [See Appendix 1]

Champion Oil Company Inc. (hereinafter "Champion Oil" or "petitioner"), pursuant to the invitation to bid, submitted bid proposals on *all* of the tracts involved in the competitive oil and gas lease sale in the amount of $1.00 or more". Each bid envelope received from Champion Oil contained the requisite deposit of 20 percent of the bid, in this case, twenty cents (20¢). In total, one thousand, one hundred and two (1,102) bids were submitted on the hundred and seventy-nine (179) tracts

covering four hundred and fifty thousand, eight hundred and fifty-eight and forty-seven hundredths (450,858.47) acres of land involved in the sale. The average bid per tract was five million, twenty-nine thousand, one hundred and fifty-four dollars and thirteen cents ($5,029.154.13) and the average bid *per acre* was one thousand, nine hundred and ninety-six dollars and sixty cents ($1,996.60). Fifteen (15) bids were rejected. Champion Oil Co. Inc's bids were the apparent high bids on seven (7) tracts because they were, in fact, the only bids made on the tracts. These bids of "$1.00 or more" on the seven tracts involved herein were among the fifteen rejected. The Commissioner of Natural Resources rejected Champion Oil Company, Inc.'s bids on the basis that such bids were not "in the best interests of the State of Alaska." Champion Oil Co. Inc. appealed to the Superior Court of the State of Alaska. *Champion Oil v. Herbert*, 578 P.2d 961, 962, N.2 (Alaska 1978).

On November 5, 1976 the State of Alaska filed a motion for summary judgment on the pleadings. On February 15, 1977 oral argument was heard by the presiding judge of the superior court. On the 23rd day of February, 1977 the court issued its memorandum decision in which it concluded that there was a rational basis for rejecting the bids on the basis that acceptance of such bids was not in the best interest of the State of Alaska.

On March 21, 1977 Champion Oil Company, Inc. appealed the superior court judgment. The case was submitted on briefs to the Supreme Court of the State of Alaska which rendered its decision on May 5, 1978.

The Alaska supreme court affirmed the superior court decision, holding that acceptance of the bids in question would not be in the best interests of the State of Alaska. *Champion Oil Co. v. Herbert, supra.*

II

PETITIONER DOES NOT HAVE A LEGITIMATE CLAIM OF ENTITLEMENT WHICH WOULD REQUIRE THE PROTECTION AFFORDED BY THE DUE PROCESS CLAUSE

Petitioner contends that this case will enable the court to clarify the opinions of the Court in *Bishop v. Wood*, 426 U.S. 341, 48 L.Ed. 2d 684, 96 S. Ct. 2074 (1976) and *Memphis Light, Gas & Water Division v. Kraft*, 434 U.S. 00, 56 L.Ed. 2d 30, 98 S.Ct. 1554 (1978), with regard to the availability and dimension of minimum Fourteenth Amendment protection to be accorded private interests in state-created benefits.

Clearly the holding in *Bishop v. Wood, supra*, would seem to apply to the facts herein. In *Bishop*, an employment case, this Court held:

> A property interest in employment can, of course, be created by ordinance, or, by an implied contract. In either case, however, the sufficiency of the claim of entitlement must be decided by reference to state law.

426 U.S. at 344.

The Court then went on to note that the court below found

> . . . the city manager's determination of the adequacy of the grounds for discharge was not subject to judicial review; the employee is merely given certain procedural rights which the district court

> found not to have been violated in this case. The district court's reasoning of the ordinance is tenable; it derives some support from a decision of the North Carolina supreme court, *Still v. Lance, supra;* and it was accepted by the Court of Appeals for the 4th Circuit. The reasons are sufficient to foreclose our independent examination of the state-law issue.

426 U.S. at 348. Petitioner did not have a claim of entitlement because state law allowed an enforceable expectation of continued employment only if the employer, by statute or contract, granted some form of guarantee. No statute, regulation or procedure utilized by the State of Alaska herein created any guarantee of obtaining a lease. As will be shown below, Champion Oil was on notice of the State's right to reject bids. No legitimate claim of entitlement exists. Further, as in *Bishop v. Wood, supra,* the Alaska supreme court has previously interpreted the regulation allowing the state to reject all bids as being a valid regulation. *Kelly v. Zamarello,* 486 P.2d 906, (Alaska 1971). Independent authority exists eliminating any possibility of the existance of a federal constitutional issue herein.

Petitioner contends that the bidding procedures of the State of Alaska, Department of Natural Resources, vested in it a "claim of entitlement or other interests denominated as property within the meaning of the Fourteenth Amendment." This Court need not reach the question of whether petitioner was deprived of due process because the state procedures for bidding did not vest in petitioner any property right. From the outset of the litigation resulting in this appeal, petitioner has consistently ignored painfully clear language contained in the applicable statutes, regulations and notice of sale and has deluded itself into believing that it obtained a property right as a result of its participation in the September 10, 1969 lease sale.

In its petition, for example, petitioner fails to note that the September 10, 1969 Prudhoe Bay lease sale was preceded by a notice of sale, published according to law and contained in the invitation to bid. This notice was received by petitioner prior to the delivery of the bids. Insofar as it is relevant to the subject matter of this petition the notice of sale provided, *inter alia;*

> A lease will be awarded on each tract to the highest responsible qualified bidder offering the highest cash bonus for that tract *unless all bids on the tract are rejected or preference right is exercised.* If a lease is not issued to a bidder whose bid is retained, the lands in the tract involved will be held and be subject to nomination offering at a later sale. (Emphasis added)

Thus, petitioner was on notice *prior to submission of its bids* that the state retained the right to reject all of the bids on a particular tract. Inasmuch as petitioner's one dollar bids were the only bids on the seven tracts at issue, the rejection of those bids comported with the procedures outlined in the notice of sale.

The applicable regulations at the time of the lease sale provided:

> "11 AAC 505.11. Competitive lands may be leased only upon competitive bidding by cash bonus bids submitted in response to a published notice of lease offer."
>
> "11 AAC 505.43. The Director, with concurrence of the Commissioner, may reject all bids if he determines that the best interests of Alaska justifies such action.

> "11 AAC 505.51. Within a reasonable time following a lease sale, the Director shall award the lease to the responsible qualified bidder offering the highest cash bonus and complying with all the bid requirements unless all bids are rejected."

These regulations were adopted pursuant to AS 38.05.180(a). That statute delegates to the commissioner of Natural Resources authority to issue oil and gas leases on lands of the State of Alaska upon competitive bid. This statute makes it clear that a determination to lease lands upon which commercial quantities of oil have been discovered rests within the discretion of the Commissioner of Natural Resources. This discretion has been held by the Alaska supreme court in the case of *Kelly v. Zamarello* 486 P.2d 906 (Alaska 1971) to be a valid delegation of legislative authority to the Department of Natural Resources. There the Alaska supreme court stated that the legislature:

> . . . did not itself prescribe a particular form [for bidding procedures] but instead provided that competitive bidding shall be "under general regulations", . . .

486 P.2d at 912. The court additionally noted that AS 38.05.020(b)(1) gives the Commissioner of the Department of Natural Resources the authority to "establish reasonable procedures and adopt reasonable rules and regulations necessary to carry out" the Alaska Land Act, AS 38.05 *et seq.* 486 P.2d at 912.

Even if the statute in question, the accompanying regulations and the notice of sale contained in the invitation to bid were not clear, as a matter of both state and federal law when a notice of sale of competitive oil and gas leases reserves the right to reject any and all bids, bids may be properly rejected for the reasons that they

are inadequate or otherwise not in the best interest of the public. *Erie Coal & Coke Corporation v. United States,* 266 U.S. 518 (1925); *Holiday v. Higbe,* 172 F.2d 316, 318 (10th Cir. 1949); *United States v. Weisbroad,* 202 F.2d 629, 631 (7th Cir. 1953).

Alaska's bidding procedures were derived from the procedures utilized by the United States Department of Interior (*Compare* 43 C.F.R. etc. *with* AAC 11 505.51.)[1] There is ample precedent for the actions taken by the State of Alaska as the right of rejection is always contained in federal notices of lease offers and has been exercised by the United States many times. In particular, numerous instances exist where a rejection has been based upon the fact that acceptance of the bid would not be in the interest of the United States. *See, e.g., F.B. Umbarger* GFS BLM-1954-1, 64367 (Dec. 17, 1953). In other instances, bids have been rejected because they were considered inadequate and the United States would receive higher bids in subsequent offerings. *Howell Spear,* GFS BLM-1958-31, BLM 044060 (Wyo. Jan 21, 1958); *L.W. Winkler* GFS BLM-1958-129, BLM 052714, et al. (Wyo. July 24, 1958) (sole bid rejected as nominal and insufficient); *Bruce Anderson,* GFS BLM-1963-75, Riverside 03565 (Nov. 7, 1963) (Bid rejected where circumstances indicated a higher bid would be received if the tract were again offered for lease); *Philip R. Collins,* GFS BLM-1967-19 ES 1572 (March 30, 1967); *George E. Conley,* GFS BLM-1969-32, N.M. 9029 (July 8, 1969) (bid rejected because of deficiency in amount when compared to government's estimated value); *Gasco, Inc.,* GFS BLM-1970-9. Colo. 9189 (Nov. 24, 1969); *John M. Kelly,* 5 IBLA 324

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[1] Now 43 C.F.R. §3120.3-1 (1973)

(1972) and *Howell Spear*, 8 IBLA 93 (1972) (bids rejected because of deficiency in amount when compared to estimated value fixed by the Geological Survey); *H & H Oil Co., Inc.*, 22 IBLA 313, GFS (O&G) 133 (1975) (bid rejected because of deficiency in amount when compared to estimated value fixed by the Geological Survey). *See also* Henriques, *The Impact of Recent Decisions and Administrative Procedures of the Department of the Interior on Oil and Gas Leasing by the Bureau of Land Management*, 14 Rocky Mt. Min. L. Inst. 33 (1968).

Thus, in addition to the Alaska statutory and regulatory authority to reject bids and the explicit reservation of the right to reject bids in the invitation to submit bids, federal case law makes it clear that where, in accordance with statutes and regulations, a notice of sale of competitive oil and gas leases reserves the right to reject any and all bids, the bids may be properly rejected. Surely, any alleged expectation of acquiring a property right by virtue of mere participation in a competitive oil and gas sale in Alaska is unreasonable and unfounded.

Petitioner relies upon a utility case, *Memphis Light, Gas & Water & Light Division v. Kraft, supra*, wherein this Court recognized that a property interest may be created pursuant to state law, but that

> federal constitutional law determines whether the interest rises to the level of a "legitimate claim of entitlement" protected by due process. Board of Regents v. Roth, 408 U.S. 564, 577 (1972); Perry v. Sindermann, 408 U.S. 593, 602 (1972).

98 S.Ct. at 1560. There, state law did not permit termination of public utility service at will. Respondent had a claim of entitlement only because the utility could not terminate service at will. The Court ruled that

the notice provisions utilized by the petitioners were defective. Here, however, the notice procedures were not defective. At all times petitioner was afforded notice "reasonably calculated" to apprise petitioner of the procedures to be utilized by the Department of Natural Resources.

Petitioner would have this Court believe that AS 38.05, The Alaska Land Act, and Alaska Oil & Gas Leasing Regulations, 11 AAC 84, created a right and further created a procedural protection thereof. Specifically, petitioner contends that 11 AAC 84.110(9) required that notice be published in the event that the Director of the Division of Lands prescribed minimum bids. Petitioner conveniently ignores 11 AAC 505.15 which stated:

> The Director may, but need not prescribe the minimum bid that will be considered at any lease sale.

Thus, the Department of Natural Resources was not required to publish minimum bids. Petitioner was on notice of this regulation. No interest was created and 11 AAC 84.110(9) was not violated by the Department of Natural Resources. Petitioner's reliance on *Memphis Light Gas & Water Division v. Kraft, supra*, is misplaced. Yet somehow, petitioner contends that having been the only bidder on seven tracts, notice of the minimum bid requirements would have allowed the petitioner the opportunity to meet that minimum and thereby acquire the seven tracts. Petitioner ignores that fact that even if minimum bids were published and petitioners had been able to meet the minimum bid specified, the Department of Natural Resources retained the right to reject all bids on a tract if it was in the best interests of the state to do so.

Further, petitioner fails to acknowledge the clear language in the notice of sale indicating that if all of the bids on a particular tract were rejected, the Department of Natural Resources could reject a bid of the highest responsible qualified bidder and fails to note a previous favorable state supreme court interpretation of the regulations involved herein, *Kelly v. Zamarello, supra.*

Despite adherence to explicitly clear instructions on bidding procedures, petitioner somehow contends that the state's treatment of it was fundamentally unfair. Petitioner received notice of the procedures to be utilized by the Department of Natural Resources and apparently failed to read them. The petitioner admits that the absence of a notice provision would not have necessarily offended due process, but that the existence of a positive provision for notice on minimum bids led petitioner to rightfully expect such notice in the event that the director chose to set a minimum bid requirement. Unfortunately petitioner relied upon conveniently select portions of Alaska statutes and regulations and ignored clear and express language in the bid procedures and regulations utilized to no one's detriment but its own.

Petitioner's reliance on *Memphis Light, Gas & Water Division v. Kraft, supra* is misplaced. Under state law petitioner does not possess a property right merely by virtue of its participation in a lease sale. Therefore under federal constitutional law petitioner does not have a statutory right to which procedural due process applies. Consequently no substantial federal question is raised by petitioner. Clearly Champion Oil's claim is frivolous and should be denied.

VI

CONCLUSION

For the reasons stated above, the petition for certiorari should be denied forthwith.

RESPECTFULLY SUBMITTED this 1st day of November, 1978.

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Attorney General

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APPENDIX

APPENDIX

August 11, 1969

NOTICE OF COMPETITIVE OIL AND GAS LEASE SALE NO. 23

Subject to the provisions of the Alaska Land Act (AS 38.05) and the Alaska oil and gas leasing regulations currently in effect, the Director of the Division of Lands, hereinafter called Director, or his authorized agent will accept sealed bids for competitive oil and gas leases described hereinafter. The sale will be held September 10, 1969, at the Sydney Laurence Auditorium, 6th and "F" Streets, Anchorage, Alaska, at 8:00 a.m., A.D.T.

DESCRIPTION OF TRACTS OFFERED IN THE 23 RD COMPETITIVE OIL AND GAS LEASE SALE

Leasing tracts of lands included in the sale are located in the Umiat Meridian, are shown on leasing maps, and are described and numbered as follows:

	LOCATED WITHIN		
TRACTS	TOWNSHIPS	RANGES	GRID NUMBERS
C23-1 thru 6	13N.	6E.	U-3-2
C23-7 thru 13	10N. and 11N.	5E.	U-3-5
C23-14 thru 28	13N.	9E. thru 12E.	U-3-1
C23-29 thru 47	9N. thru 12N.	11E. and 12E.	U-3-6
C23-48 thru 50	13N.	13E.	U-3-1
C23-51 thru 86	9N. thru 12N.	13E. thru 16E.	U-3-7
C23-87 thru 140	9N. thru 11N.	17E. thru 20E.	U-2-2
C23-141 thru 159	9N. and 10N.	21E. thru 24E.	U-2-1
C23-160 thru 171	7N. and 8N.	23E. and 24E.	U-2-4
C23-172	13N.	9E.	U-3-1
C23-173 thru 175	13N.	8E.	U-3-2
C23-176 thru 179	9N.	12E.	U-3-6

Total acreage included in the sale is 450,858.47 acres, comprising a total of 179 tracts.

LEASE AWARDS

A lease will be awarded on each tract to the responsible qualified bidder offering the highest cash bonus for that tract unless all bids on the tract are rejected or a preference right is exercised. If a lease is not issued to a bidder whose bid is retained, the lands in the tract involved will be held and be subject to nomination and offering at a later sale.

(a) A separate bid shall be submitted on each tract.

(b) A double envelope system will be used. The outside envelope should be marked: "State of Alaska Competitive Oil and Gas Lease Sale No. 23. Not to be Opened Until 8:00 a.m., A.D.T., on September 10, 1969." The outside envelope should *not* identify either the bidder or the tract. The inner envelope shall state on the outside: Name and address of the bidder(s); amount of bonus bid per acre; total amount of bid; and tract designation number. The inner envelope shall contain the bid and the bid deposit. The bid shall be submitted in duplicate on form DL-5 (revised 5/67) or image copy thereof, and shall be accompanied by one or more cashier's or certified checks drawn on any solvent bank in the United States, money order, or cash or any combination thereof in a total amount of at least 20 percent (20%) of the amount of the bid.

(c) No executed lease form DL-1 need be included with the bids.

(d) The bid deposit checks and money orders shall be payable to the Department of Revenue of the State of Alaska.

(e) All bids shall be submitted to and received by the Director or his authorized agent at the Division of Lands, 306 W. Fifth Avenue, Anchorage, Alaska, 99501, on or before 3:00 p.m., A.D.T., September 9, 1969, or at the Division of Lands' temporary office in the Sydney Laurence Auditorium, 6th and "F" Streets, Anchorage, Alaska, 99501, from 7:00 a.m., A.D.T., to 8:00 a.m., A.D.T., September 10, 1969. No bids received thereafter will be considered.

SUCCESSFUL BIDS

(a) When the lease is awarded, the Director shall notify the interested parties. Within ten (10) days after receipt of such notice, the successful bidder shall pay the balance of the bonus bid and the first year's rental in the amount of One Dollar ($1.00) per acre or fraction thereof, and shall submit two fully executed copies of form DL-1 (revised 10/63 and amended pursuant to Ch. 65, SLA, 1969).

(b) Payment of the balance of the bonus bid and first year's rental shall be made in United States funds or collected funds on deposit in the Bank of America N.T. & S.A., San Francisco Main Office No. 33, 485 California Street, San Francisco, California, 94120, or Los Angeles Main Office No. 600, 660 South Spring Street, Los Angeles, California 90014.

(c) Each lease shall be conditioned upon the payment of an annual rental of One Dollar ($1.00) per acre or fraction thereof in advance, on or before the beginning of each lease year prior to completion of a well capable of producing oil and/or gas in paying quantities on the leased lands.

(d) The royalty rate on production shall be twelve and one-half percent (12½%).

(e) A minimum royalty of One Dollar ($1.00) per acre or fraction thereof, shall be payable at the expiration of each lease year that begins on or after a discovery of oil and/or gas in paying quantities on the leased lands. Any royalty paid on production during a lease year shall be credited on the minimum royalty for that year.

(f) Each lease will permit surface entry on the leased land for exploration and development of oil and gas.

(g) Leases will be issued on State of Alaska competitive lease form DL-1 (revised 10/63 and amended pursuant to Ch. 65, SLA, 1969) and will include a directional drilling clause and other clauses regarding protection of wildlife.

(h) Each lease will be for a primary term of ten (10) years.

FORMS AND INFORMATION

The DL-5 Bid Form and DL-1 Lease Form may be obtained from, and the applicable regulations examined at, the office of the Division of Lands, 306 W. Fifth Avenue, Anchorage, Alaska, 99501. Copies of the 8 protraction sheets identifying the leasing tracts offered are available for examination without charge at the office of the Division of Lands, 306 W. Fifth Avenue, Anchorage, Alaska, between the hours of 10:00 a.m., and 3:00 p.m., on any business day and may be purchased at Two Dollars ($2.00) per sheet on a scale of 1 inch to the mile.

The right is reserved to waive technical defects in this publication.

F. J. KEENAN, Director

/s/ Pedro Denton

By: Pedro Denton
Chief, Minerals Section

This notice will be published on August 12, August 19, and August 26, 1969, in the Anchorage Daily News and Jessen's Daily of Fairbanks.

NOTICE OF CLARIFICATION
COMPETITIVE OIL AND GAS LEASE SALE NO. 23

In the Notice of Competitive Oil and Gas Lease Sale No. 23, dated August 11, 1969 and published on August 12, 1969, the term "United States funds" means funds immediately payable in United States currency or deposits in any Federal Reserve Bank in the United States of America and are equivalent to federal funds or deposits of any member bank of the Federal Reserve System which are payable on a same day basis through any Federal Reserve Bank. The term "collected funds" means cash or its equivalent such as checks, drafts, money orders, etc. which have been collected and are available for immediate credit.

The right is reserved to waive technical defects in this publication.

F.J. KEENAN, Director
Alaska Division of Lands

/s/ Pedro Denton

By: Pedro Denton
Acting Director

This notice was published on August 16, 1968, in the Anchorage Daily News and Jessen's Daily of Fairbanks.